



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Purchasing Office — Bureau des Achats :

Canada Border Services Agency  
Agence des services frontaliers du Canada  
355 North River Road - 355 ch. River nord  
17<sup>th</sup> Floor - 17<sup>ème</sup> étage  
Ottawa ON K1A 0L8

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

The Vendor/Firm hereby accepts/acknowledges this contract —  
Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :

10 December 2021

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name, title of person authorized to sign (type or print) —  
Nom et titre du signataire autorisé (caractère d'impression)

Contract No. - Numéro de contrat : 2022023076

Title — Sujet :  
Forensic Facial Identification Mentorship Services

Contract No. — Nº du contrat :  
2022023076

Requisition No. - Numéro de la réquisition  
1000357798

D.D.P. — D.D.P. :  
Destination of Goods, Services, And Construction —  
Destination des biens, services et construction  
See herein — voir aux présentes

Invoices to be sent to — Factures envoyées à :

Canada Border Service Agency  
Agence des services frontaliers du Canada  
vendors-fournisseurs@cbsa-asfc.gc.ca

Contracting Authority — Autorité contractante :  
Teagan Léger

Telephone No. — No de téléphone:	Fax No. — No de télécopieur :
506-852-6975	N/A

E-Mail Address — Adresse Courriel:

[Teagan.Leger@cbsa-asfc.gc.ca](mailto:Teagan.Leger@cbsa-asfc.gc.ca)

Total Estimated Cost (tax incl.) /Coût total estimatif (taxes incl.) : £21,000.00 (\$35,246.08)	Currency Type - Genre de devise : GBP (CAD)
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Vendor / Firm Name and Address  
Raison sociale et adresse du fournisseur/de l'entrepreneur :

VENDOR: RELI LTD.  
ADDRESS: Flat 4, 19 Granville Park, London, SE13 7DY  
CONTACT PERSON:  
TELEPHONE No.:  
EMAIL ADRESS:

Signed for the President by — Signé pour le  
Président par :

**DEROUIN  
MICHEL**

Digitally signed by DEROUIN MICHEL  
DN: C=CA, O=gc-csra-adc, OU=PERSONNEL,  
CN=DEROUIN MICHEL, SEQUENCENUMBER=2015286231103657  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2021-12-09 11:07:52  
Foxit PhantomPDF Version: 10.0.1

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name and Position Title — Nom et Titre du poste  
Michel Derouin  
A/Manager, CBSA Procurement Division  
Canada Border Services Agency



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## 1.0 RESULTING CONTRACT CLAUSES

### 1.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 1.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 1.3 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 1.4 Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor compliance with the security requirements for foreign suppliers.

The following security requirements apply to the foreign recipient Contractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract.

1. The Foreign recipient Contractor must, at all times during the performance of the contract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
  - i. The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
  - ii. The Foreign recipient Contractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
  - iii. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or



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partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.

- iv. The Foreign recipient Contractor must not grant access to CANADA PROTECTED A and B information/assets, except to its personnel subject to the following conditions:
  - a. Personnel have a need-to-know for the performance of the contract;
  - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
  - c. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
  - d. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a foreign recipient Contractor for cause.
2. CANADA PROTECTED information/assets provided or generated pursuant to this contract must not be further provided to a third party Foreign recipient Subcontractor unless:
  - a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
  - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
3. The Foreign recipient Contractor MUST NOT remove CANADA PROTECTED information/assets from the identified work site(s), and the foreign recipient Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. The Foreign recipient Contractor must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
5. The Foreign recipient Contractor must, at all times during the performance of the contract hold an equivalence to an approved Document Safeguarding Capability (DSC) at the level of CANADA PROTECTED A and B.

All CANADA PROTECTED information/assets, furnished to the foreign recipient Contractor or produced by the foreign recipient Contractor, must also be safeguarded as follows:

6. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets pursuant to this contract has been compromised.
7. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the foreign recipient Contractor, pursuant to this contract, have been lost or disclosed to unauthorized persons.



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8. The Foreign recipient Contractor must not disclose CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
9. The Foreign recipient Contractor must provide the CANADA PROTECTED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
10. The Foreign recipient Contractor must, at all times during the performance of this contract, ensure the transfer of CANADA PROTECTED information/assets be facilitated through the Canadian DSA.
11. Upon completion of the Work, the foreign recipient Contractor must return to the Government of Canada, all CANADA PROTECTED information/assets furnished or produced pursuant to this contract, including all CANADA PROTECTED information/assets released to and/or produced by its subcontractors.
12. The foreign recipient Contractor requiring access to CANADA PROTECTED A and B information/ assets, under this contract, must submit a Request for Site Access to the Chief Security Officer of the Department.
13. The Foreign recipient Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system any CANADA PROTECTED A and B information/assets until authorization to do so has been confirmed by the Canadian DSA.

See Annex "C" for security measures required for the treatment and access to CANADA PROTECTED A and B information/assets.

The Foreign recipient Contractor must ensure that all the databases, including backup databases used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located within Canada.

14. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
15. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
16. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
17. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex "C".
18. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information



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## 2.0 Term of Contract

### 2.1 Period of the Contract

The period of the Contract is from date of Contract award, ending one (1) year later.

### 2.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 3.0 Authorities

### 3.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Teagan Léger  
Title: A/Intermediate Contracts Officer  
Organization: Canada Border Services Agency, Finance and Corporate Management Branch, CBSA Procurement Division  
Address: 355 North River Road, Vanier Tower B, 17th Floor, Ottawa, Ontario, K1A 0L8  
Telephone: 506-852-6975  
E-mail address: [Teagan.Leger@cbsa-asfc.gc.ca](mailto:Teagan.Leger@cbsa-asfc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 3.2 Project Authority

The Project Authority for the Contract is:

Name: Carolyn Dutot  
Title: Team Leader  
Organization: Canada Border Services Agency, Science and Engineering Directorate, Forensic Facial Identification  
Address: 14 Colonnade Road, Suite 280, Ottawa, ON K1A 0L8  
Telephone: 613-946-1711  
E-mail address: [Carolyn.Dutot@cbsa-asfc.gc.ca](mailto:Carolyn.Dutot@cbsa-asfc.gc.ca)



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The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 3.3 Contractor's Representative

Name:

Organization: RELI LTD.

Telephone:

E-mail address:

## 5.0 Payment

### 5.1 Basis of Payment - Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed £21,000.00 (Cost breakdown in Annex "B").
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 5.2 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.



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## 5.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## 5.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in the General Conditions.

The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show the applicable contract number.

By submitting invoices the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

All invoices must be submitted using the following method (only one copy of the invoice should be sent to the Agency):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

vendors-fournisseurs@cbsa-asfc.gc.ca

This email address is to be used for submitting invoices and for payment status inquiries.

### Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enroll in direct deposit for account payable.

Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

**IMPORTANT NOTE:** If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

## 6.0 Certifications and Additional Information

### 6.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.2 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

### 6.3 Priority of Documents



If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28), General Conditions - Higher Complexity - Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; and
- (e) Annex C, Security Requirements Check List.

#### **6.4 Insurance - Specific Requirements**

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### **6.5 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



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## ANNEX "A" STATEMENT OF WORK

### **1.0 Scope:**

To acquire the scientific, technical, and other specialized skills required to reliably perform the work of a forensic facial examiner and support the development of the forensic service for the Canada Border Services Agency (CBSA).

### **2.0 Objective:**

The objective of this contract is to obtain Forensic Facial Examination Mentorship Services to achieve expertise as part of an on-going formal Agency training program to ensure the successful implementation of the forensic service for CBSA facial identification casework.

### **3.0 Background:**

The CBSA Information, Science & Technology Branch (S&T) is developing a forensic facial examination expertise service to support the CBSA operations. Facial examination is a formal, systematic examination process by an examiner where two or more facial images are compared to determine whether or not they depict the same person, and does not require the use of automated technology. Facial image comparison can reach the level of a forensic analysis, where the interpretation of the image based evidence is based on the subjective opinion of an expert using methods and processes that have undergone a process of peer review and/or verification and can be repeated by another suitably qualified expert.

The development of this forensic expertise aligns with international guidelines, standards and best practices to ensure that this type of work is done in an accurate and reliable manner such that the results can be trusted and used in Canada's justice system.

The CSBA follows the European Network of Forensic Science Institutes (ENFSI) best practice manual for Facial Image Comparison, and Guidelines for Evaluative Reporting in Forensic Science, and is represented at, and supports the work done by the Facial Identification Scientific Working Group (FISWG) and the Organization of Scientific Area Committees (OSAC), including the best practices and standards for facial identification such as methods, protocols, and training to competency.

It has been recognized by forensic experts internationally and reinforced by research conducted in Australia, the United Kingdom and the United States, that coursework alone is insufficient to establish expertise for facial comparison. In addition to coursework, on-the-job training with a competent mentor is necessary to achieve and maintain expertise. Improvements to performance are made through feedback both during courses and continuing through mock/real casework under the guidance of qualified forensic examiners.

As the CBSA moves forward in the development and training of forensic facial examiners, training with a mentor is required for the full implementation of a proficient forensic facial comparison service. As the CBSA is in the development stage of this expertise, there is currently no qualified in-house examiner at the level required to provide mentorship. CBSA therefore needs to solicit this service externally. Given this niche area of forensic expertise, there are no examiners with the requisite qualifications and experience to provide this service in Canada, and therefore the CBSA must seek out qualified international contractors.



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CBSA has been actively participating in the principal international working groups in the discipline of forensic facial comparison for more than 6 years. This is a niche forensic field and based on our involvement we are extremely familiar with the available expertise globally.

Additionally, the CBSA Scientific Integrity Policy, developed in line with recommendations by the Government of Canada Chief Science Advisor, outlines the criteria and guiding principles for conducting and using science at, or on behalf of, the CBSA. We are committed to ensuring that our science meets the highest standards of impartiality and scientific ethics, and that all scientific activities are conducted with the highest scientific rigour. We also recognize that contractors and/or collaborators involved in, or providing services in support of, science or related activities should comply with our standards.

The CBSA is responsible to ensure that our forensic services are produced and presented by individuals with the essential qualifications required to effectively give expert testimony based on scientifically sound reasoning.

The CBSA Team Lead has completed the minimum requisite coursework and is ready to undertake operational casework under the direction of a mentor. The mentor will also support the training and development of the facial examiner trainees. The contractor will provide technical case review, expert review of the standard operating procedures in development, including comparison methodology, standardized terminology and reporting, evaluative reasoning and reporting, opinion scales, and testimony for court.

#### **4.0 Terminology:**

All relevant terminology can be found in the FISWG Glossary and/or ASTM Standard Terminology for Digital and Multimedia Evidence Examination.

[https://fiswg.org/fiswg\\_glossary\\_v2.0\\_20191025.pdf](https://fiswg.org/fiswg_glossary_v2.0_20191025.pdf)

<https://www.astm.org/Standards/E2916.htm>

#### **5.0 Reference Documents:**

The reference documents below outline the foundational requirements for forensic expertise in facial comparison and also reflect the methods and standards to be followed as part of the mentorship program.

- Facial Identification Practitioner Code of Ethics  
[https://fiswg.org/FISWG\\_code\\_of\\_ethics\\_v2.0\\_2018\\_09\\_19.pdf](https://fiswg.org/FISWG_code_of_ethics_v2.0_2018_09_19.pdf)
- Guide for Mentorship of Facial Comparison Trainees in Role Based Facial Comparison  
[https://fiswg.org/FISWG\\_Mentorship\\_for\\_Facial\\_Comparison\\_Trainees\\_v1.0\\_20190510.pdf](https://fiswg.org/FISWG_Mentorship_for_Facial_Comparison_Trainees_v1.0_20190510.pdf)
- Guide for Role-Based Training in Facial Comparison  
[https://fiswg.org/fiswg\\_guide\\_for\\_role-based\\_training\\_in\\_facial\\_comparison\\_v1.0\\_20200717.pdf](https://fiswg.org/fiswg_guide_for_role-based_training_in_facial_comparison_v1.0_20200717.pdf)
- OSAC Training to Competency for Facial Examiners
- OSAC Standard Framework for Developing Discipline Specific Methodology for ACE-V



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[https://www.nist.gov/system/files/documents/2020/04/06/Virtual%20Sub%203%20ACE-V%20Process%20Map\\_CD\\_JAN2020.pdf](https://www.nist.gov/system/files/documents/2020/04/06/Virtual%20Sub%203%20ACE-V%20Process%20Map_CD_JAN2020.pdf)

- Best Practice Manual for Facial Image Comparison ENFSI-BPM-DI-01  
<https://enfsi.eu/wp-content/uploads/2017/06/ENFSI-BPM-DI-01.pdf>
- ENFSI Guideline for Evaluative Reporting in Forensic Science [https://enfsi.eu/wp-content/uploads/2016/09/m1\\_guideline.pdf](https://enfsi.eu/wp-content/uploads/2016/09/m1_guideline.pdf)

#### **6.0 Requirements:**

- a) The mentorship program must tailor the training to the needs of the client and ensure that the trainee(s) acquire and maintain currency in the scientific, technical, and other specialized knowledge, skill, and experience required to reliably perform the relevant work.
- b) The contractor must have a valid Secret Security Clearance issued by PSPC or equivalent.
- c) The mentorship role will be performed on a part-time basis, and services will be delivered remotely.
- d) The contractor must be knowledgeable and current with international best practices and standards in the discipline of forensic facial comparison/identification.
- e) The contractor must have considerable experience producing expert reports for forensic facial image comparison examinations and have been qualified to provide expert opinion testimony in a common-law judicial system, over a period not less than four years.
- f) The contractor shall have successfully completed courses in instructor training and development and have experience mentoring forensic facial examiner trainees to competency up to the level of providing expert opinion testimony in court.
- g) The contractor should be willing and prepared to cultivate an environment that promotes a mutual open and honest, feedback and questioning cycle.

#### **6.1 Tasks:**

The contractor will be accountable to deliver the following mentorship components:

- Facial comparison analysis and review of the casework images submitted for examination;
- Provide feedback to the trainee(s) on the assessment of images, observation and comparison of facial features and evaluation of the evidence;
- Establish training tools and aids to facilitate learning;
- Provide relevant literature, research and legal decisions to support learning and development;
- Review and provide feedback on the standard operating procedures and quality instructions for facial comparison activities;
- Review and provide feedback on the reporting of comparison results;
- Prepare mentees for expert opinion testimony in court.

#### **6.2 Deliverables, Acceptance Criteria and Delivery Schedule:**



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The primary deliverables will be driven by the CBSA, for example, the CBSA will provide the cases for examination and documents to the contractor as necessary for review and feedback.

It is anticipated that the hours of service will be dependent upon CBSA operational demand and scheduling between the Team Lead and the contractor; with an expectation of professional service hours between 200 and 350 hours over a 12 month period, and with the expectation of extension for an additional 12 months. The professional services will be revisited on a quarterly basis from the start of the contract to ensure deliverables are achieved and obligations met.

The contractor shall:

- Meet at least two times per month, for a minimum of three hours with the CBSA mentee/trainee(s). Meeting times will be agreed upon by the contractor and the CBSA Team Lead;
- Coordinate in between meetings with the CBSA mentee/trainee(s) to be conducted by telephone, e-mail or virtual platform such as MS Teams;
- Provide feedback and evaluation consistent with current accepted forensic standards and best practices;
- Provide both written and oral feedback on forensic case submissions;
- Review and provide feedback for casework on a schedule agreed upon by the contractor and the Team Lead within a reasonable timeframe not to exceed 30 days;
- Review and provide feedback for priority casework within 7 working days from request by the CBSA Team Lead;
- Evaluate the feedback cycle and effectiveness throughout the process and adjust engagements as necessary;
- Ensure all privacy, confidentiality and data security requirements are met.

### **6.3 Constraints:**

Connectivity or technical issues may arise as a result of remote work and cause constraints on delivery service time. In the event of technical issues meetings and feedback will be rescheduled for the next available agreed upon time between the contractor and the mentee.

Protection of data shared with the contractor will require additional security requirements for transmission, including encryption software; compatibility with systems between the contractor and CBSA will be required.

Delays could occur in the event that any documents/feedback require official translation services. Currently options for mentorship in the discipline of facial comparison are available only in the English language. If an employee chooses to have the mentorship in French, translation and/or interpretation services will be required for documentation and feedback. Timeframes for completion of services could be delayed if translation services are required.

### **6.4 Support Provided by Canada:**

Canada (CBSA) will provide the forensic case material to be reviewed by the contractor.

Canada will provide any translation and interpretation services required for the delivery of services by the contractor.



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Canada will ensure that the contractor has the appropriate level of security, security training to handle, including transmission, storage and destruction of protected information. Canada will ensure all security procedures are in place for the secure transmission of protected information.



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### ANNEX "B" BASIS OF PAYMENT

#### A - Contract Period

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid an all-inclusive fixed time rate as follows:

**Table 1: Initial Requirement for Services**

Item	Product Number	Description	Number of Units or hours	Unit of Measure	Firm Unit Price or Rate	Extended Price (Number of Units X Firm Unit Price or Rate)
1		Forensic Facial Identification Mentorship Services		HOURS		£21,000
		Total				

#### B - Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada. During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

#### B - 1 Extended Contract Period

The Contractor will be paid an all-inclusive fixed time rate as follows:

**Table 2: Optional Services**

Item	Product Number	Description	Number of Units or hours	Unit of Measure	Firm Unit Price or Rate	Extended Price (Number of Units X Firm Unit Price or Rate)
1		Option Period 1: Forensic Facial Identification Mentorship Services		HOURS		£21,000
		Total				



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### ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Clear Data - Effacer les données		Contract Number / Numéro du contrat 1000357788	
English Instructions	Instructions français	Security Classification / Classification de sécurité UNCLASSIFIED	
<b>SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)</b>			
<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>			
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine <b>CANADA BORDER SERVICES AGENCY</b>		2. Branch or Directorate / Direction générale ou Direction ISTB-Science and Engineering	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail The contractor will provide facial examination mentorship service for CBSA forensic service casework, including feedback for facial examiner analyses.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
5. b) Will the supplier require access to undclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)			
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie où de livraison commerciale dans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Etranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable A ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limite à: <input type="checkbox"/> Specify country(ies); / Préciser le(s) pays :	Restricted to: / Limite à: <input type="checkbox"/> Specify country(ies); / Préciser le(s) pays :	Restricted to: / Limite à: <input type="checkbox"/> Specify country(ies); / Préciser le(s) pays :	
7. c) Level of Information / Niveau d'information			
PROTECTED A PROTEGE A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉE <input type="checkbox"/>	PROTECTED A PROTEGE A <input type="checkbox"/>	
PROTECTED B PROTEGE B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTEGE B <input type="checkbox"/>	
PROTECTED C PROTEGE C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTEGE C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRES SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRES SECRET <input type="checkbox"/>		TOP SECRET TRES SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRES SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRES SECRET (SIGINT) <input type="checkbox"/>	
Security Classification / Classification de sécurité UNCLASSIFIED		Canada	



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UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTEGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:

No       Yes

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No       Yes

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRÈT	<input type="checkbox"/> TOP SECRET TRES SECRÈT
<input type="checkbox"/> TOP SECRET - SIGINT TRES SECRÈT - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRÈT	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRÈT
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No       Yes

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

No       Yes

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

No       Yes

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTEGÉS et/ou CLASSIFIÉS?  
CBSA Security has waived the requirement for a DSC and IT DSC PONNIAH MARCANTOINE

Signature numérisée par PONNIAH MARCANTOINE  
Date : 27-06-2021 10:23:00

11. b) Will the supplier be required to safeguard COMSEC information or assets?

No       Yes

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

No       Yes

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTEGÉ et/ou CLASSIFIÉ?

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

No       Yes

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTEGÉS et/ou CLASSIFIÉS?

Signature numérisée par PONNIAH MARCANTOINE

CBSA Security has waived the requirement for a DSC and IT DSC PONNIAH MARCANTOINE

Date : 27-06-2021 10:23:00

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

No       Yes

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

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TBS/DCT 350-103 (2004/12)

Security Classification / Classification de sécurité

UNCLASSIFIED



Canada Border  
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Government  
of Canada

Gouvernement  
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**PART C (continued) / PARTIE C (suite)**

For users completing the form manually use the summary chart below to indicate the category(es) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requise aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉE			NATO			COMBINED					
	A	B	C	Confidential Confidentiel	Secret Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret NATO Secret	COCOMIC Top Secret COCOMIC Très Secret	Protected Protégé	Confidential Confidentiel	Secret Secret	Top Secret Très Secret	
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this LVERG PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERG est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No     Non     Yes     Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez ce présent formulaire en indiquant le niveau de sécurité dans la case intitulée "Classification de sécurité".

12. b) Will the document attached to this LVERG be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERG sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No     Non     Yes     Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez ce présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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a



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**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Carolyn Dutot

Title - Titre

Team Leader

Signature

DUTOT CAROLYN

Digitally signed by DUTOT  
CAROLYN  
Date: 2021-05-28 12:06:18-04'00'

Telephone no. - N° de téléphone

(613) 219-0154

Faxsimile - Télécopieur

E-mail address - Adresse courriel

Date

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Jesse Howard

Title - Titre

A/Physical Security Advisor

Signature

HOWARD JESSE

Digitally signed by HOWARD  
JESSE  
Date: 2021-05-28 12:06:13-04'00'

Telephone no. - N° de téléphone

(343) 552-3769

Faxsimile - Télécopieur

E-mail address - Adresse courriel

Date

jesse.howard@cbsa-asfc.gc.ca

2021-05-28

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No  Non  Yes  Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Teagan Léger

Title - Titre

A/Intermediate Contracts Officer

Signature

LEGER  
TEAGAN

Digitally signed by LEGER  
TEAGAN  
Date: 2021-05-28 12:06:13-04'00'

17. Contracting Security Authority / Autorisée contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)

Telephone no. - N° de téléphone

Title - Titre

E-mail address - Adresse courriel

Date

Telephone no. - N° de téléphone

Faxsimile - Télécopieur

E-mail address - Adresse courriel

Date

Security Classification / Classification de sécurité

UNCLASSIFIED

TBS/GCT 350-103 (2004/12)

Canada



## Advance Contract Award Notice (ACAN)

An ACAN is a public notice indicating to the supplier community that a department or agency intends to award a contract for goods, services or construction to a pre-identified supplier, thereby allowing other suppliers to signal their interest in bidding, by submitting a statement of capabilities. If no supplier submits a statement of capabilities that meets the requirements set out in the ACAN, on or before the closing date stated in the ACAN, the contracting officer may then proceed with the award to the pre-identified supplier.

### 1.0 Scope:

To acquire the scientific, technical, and other specialized skills required to reliably perform the work of a forensic facial examiner and support the development of the forensic service for the Canada Border Services Agency (CBSA).

### 2.0 Objective:

The objective of this contract is to obtain Forensic Facial Examination Mentorship Services to achieve expertise as part of an on-going formal Agency training program to ensure the successful implementation of the forensic service for CBSA facial identification casework.

### 3.0 Background:

The Canada Border Services Agency's (CBSA) Information, Science & Technology Branch (ISTB), Science and Engineering Directorate (S&E) is developing a forensic facial examination expertise service to support the CBSA operations. Facial examination is a formal, systematic examination process by an examiner where two or more facial images are compared to determine whether or not they depict the same person, and does not require the use of automated technology. Facial image comparison can reach the level of a forensic analysis, when the evaluation and interpretation of the image comparison is based on the subjective opinion of an expert using methods and processes that have undergone a process of peer review and/or verification and can be repeated by another suitably qualified expert.

The development of this forensic expertise aligns with international guidelines, standards and best practices to ensure that this type of work is done in an accurate and reliable manner such that the results can be trusted and used in Canada's justice system.

The CSBA follows the European Network of Forensic Science Institutes (ENFSI) best practice manual for Facial Image Comparison, and Guidelines for Evaluative Reporting in Forensic Science, and is represented at, and supports the work done by the Facial Identification Scientific Working Group (FISWG) and the Organization of Scientific Area Committees (OSAC), including the best practices and standards for facial identification such as methods, protocols, and training to competency.

It has been recognized by forensic experts internationally and reinforced by research conducted in Australia, the United Kingdom and the United States, that coursework alone is insufficient to establish expertise for facial comparison. In addition to coursework, on-the-job training with a competent mentor is necessary to achieve and maintain expertise. Improvements to performance are made through feedback both during courses and continuing through mock/real casework under the guidance of qualified forensic examiners.

As the CBSA moves forward in the development and training of forensic facial examiners, training with a mentor is required for the full implementation of a proficient forensic facial comparison service. As the CBSA is in the development stage of this expertise, there is currently no qualified in-house examiner at the level required to provide mentorship. CBSA therefore needs to solicit this service externally. Given this niche area of forensic expertise, there are no examiners with the requisite qualifications and experience to provide this service in Canada, and therefore the CBSA must seek out qualified international contractors.



Additionally, the CBSA Scientific Integrity Policy, developed in line with recommendations by the Government of Canada Chief Science Advisor, outlines the criteria and guiding principles for conducting and using science at, or on behalf of, the CBSA. We are committed to ensuring that our science meets the highest standards of impartiality and scientific ethics, and that all scientific activities are conducted with the highest scientific rigour. We also recognize that contractors and/or collaborators involved in, or providing services in support of, science or related activities should comply with our standards.

The CBSA is responsible to ensure that our forensic services are produced and presented by individuals with the essential qualifications required to effectively give expert testimony based on scientifically sound reasoning.

The CBSA Team Lead has completed the minimum requisite coursework and is ready to undertake operational casework under the direction of a mentor. The mentor will also support the training and development of the facial examiner trainees. The contractor will provide technical case review, expert review of the standard operating procedures in development, including comparison methodology, standardized terminology and reporting, evaluative reasoning and reporting, opinion scales, and testimony for court.

#### **4.0 Terminology:**

All relevant terminology can be found in the FISWG Glossary and/or ASTM Standard Terminology for Digital and Multimedia Evidence Examination.

[https://fiswg.org/fiswg\\_glossary\\_v2.0\\_20191025.pdf](https://fiswg.org/fiswg_glossary_v2.0_20191025.pdf)

<https://www.astm.org/Standards/E2916.htm>

#### **5.0 Reference Documents:**

The reference documents below outline the foundational requirements for forensic expertise in facial comparison and also reflect the methods and standards to be followed as part of the mentorship program.

Facial Identification Practitioner Code of Ethics

[https://fiswg.org/FISWG\\_code\\_of\\_ethics\\_v2.0\\_2018\\_09\\_19.pdf](https://fiswg.org/FISWG_code_of_ethics_v2.0_2018_09_19.pdf)

Guide for Mentorship of Facial Comparison Trainees in Role Based Facial Comparison

[https://fiswg.org/FISWG\\_Mentorship\\_for\\_Facial\\_Comparison\\_Trainees\\_v1.0\\_20190510.pdf](https://fiswg.org/FISWG_Mentorship_for_Facial_Comparison_Trainees_v1.0_20190510.pdf)

Guide for Role-Based Training in Facial Comparison [https://fiswg.org/fiswg\\_guide\\_for\\_role-based\\_training\\_in\\_facial\\_comparison\\_v1.0\\_20200717.pdf](https://fiswg.org/fiswg_guide_for_role-based_training_in_facial_comparison_v1.0_20200717.pdf)

OSAC Training to Competency for Facial Examiners

OSAC Standard Framework for Developing Discipline Specific Methodology for ACE-V

[https://www.nist.gov/system/files/documents/2020/04/06/Virtual%20Sub%203%20ACE-V%20Process%20Map\\_CDi\\_JAN2020.pdf](https://www.nist.gov/system/files/documents/2020/04/06/Virtual%20Sub%203%20ACE-V%20Process%20Map_CDi_JAN2020.pdf)

Best Practice Manual for Facial Image Comparison ENFSI-BPM-DI-01 <https://enfsi.eu/wp-content/uploads/2017/06/ENFSI-BPM-DI-01.pdf>



ENFSI Guideline for Evaluative Reporting in Forensic Science [https://enfsi.eu/wp-content/uploads/2016/09/m1\\_guideline.pdf](https://enfsi.eu/wp-content/uploads/2016/09/m1_guideline.pdf)

## 6.0 Tasks:

The contractor will be accountable to deliver the following mentorship components:

- Facial comparison analysis and review of the casework images submitted for examination;
- Provide feedback to the trainee(s) on the assessment of images, observation and comparison of facial features and evaluation of the evidence;
- Establish training tools and aids to facilitate learning;
- Provide relevant literature, research and legal decisions to support learning and development;
- Review and provide feedback on the standard operating procedures and quality instructions for facial comparison activities;
- Review and provide feedback on the reporting of comparison results;
- Prepare mentees for expert opinion testimony in court.

## 6.1 Deliverables, Acceptance Criteria and Delivery Schedule:

The primary deliverables will be driven by the CBSA, for example, the CBSA will provide the cases for examination and documents to the contractor as necessary for review and feedback.

It is anticipated that the hours of service will be dependent upon CBSA operational demand and scheduling between the Team Lead and the contractor; with an expectation of professional service hours between 200 and 350 hours over a 12 month period, and with the expectation of extension for an additional 12 months. The professional services will be revisited on a quarterly basis from the start of the contract to ensure deliverables are achieved and obligations met.

The contractor shall:

- Meet at least two times per month, for a minimum of three hours with the CBSA mentee/trainee(s). Meeting times will be agreed upon by the contractor and the CBSA Team Lead;
- Coordinate in between meetings with the CBSA mentee/trainee(s) to be conducted by telephone, e-mail or virtual platform such as MS Teams;
- Provide feedback and evaluation consistent with current accepted forensic standards and best practices;
- Provide both written and oral feedback on forensic case submissions;
- Review and provide feedback for casework on a schedule agreed upon by the contractor and the Team Lead within a reasonable timeframe not to exceed 30 days;
- Review and provide feedback for priority casework within 7 working days from request by the CBSA Team Lead;
- Evaluate the feedback cycle and effectiveness throughout the process and adjust engagements as necessary;
- Ensure all privacy, confidentiality and data security requirements are met.

## 6.2 Constraints:

Connectivity or technical issues may arise as a result of remote work and cause constraints on delivery service time. In the event of technical issues meetings and feedback will be rescheduled for the next available agreed upon time between the contractor and the mentee.



Protection of data shared with the contractor will require additional security requirements for transmission, including encryption software; compatibility with systems between the contractor and CBSA will be required.

Delays could occur in the event that any documents/feedback require official translation services. Currently options for mentorship in the discipline of facial comparison are available only in the English language. If an employee chooses to have the mentorship in French, translation and/or interpretation services will be required for documentation and feedback. Timeframes for completion of services could be delayed if translation services are required.

### **6.3 Support Provided by Canada:**

Canada (CBSA) will provide the forensic case material to be reviewed by the contractor.

Canada will provide any translation and interpretation services required for the delivery of services by the contractor.

Canada will ensure that the contractor has the appropriate level of security, security training to handle, including transmission, storage and destruction of protected information. Canada will ensure all security procedures are in place for the secure transmission of protected information.

### **7.0 Security Requirements:**

#### **SECURITY REQUIREMENTS FOR CONTRACT 1000357798 FOR UNITED KINGDOM CONTRACTOR RELIABILITY, ACCESS TO AND SAFEGUARDING OF CANADA PROTECTED A and B INFORMATION, USE OF IT**

The following foreign security clauses must be inserted into the contractual documentation:

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor compliance with the security requirements for foreign suppliers.

The following security requirements apply to the foreign recipient Contractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract.

1. The Foreign recipient Contractor must, at all times during the performance of the contract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
  - i. The Foreign recipient Contractor must provide proof that they are incorporated or authorized to do business in their jurisdiction.
  - ii. The Foreign recipient Contractor must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Contractor in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.



- iii. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Contractor's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
- iv. The Foreign recipient Contractor must not grant access to CANADA PROTECTED A and B information/assets, except to its personnel subject to the following conditions:
  - a. Personnel have a need-to-know for the performance of the contract;
  - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
  - c. The Foreign recipient Contractor must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
  - d. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a foreign recipient Contractor for cause.
2. CANADA PROTECTED information/assets provided or generated pursuant to this contract must not be further provided to a third party Foreign recipient Subcontractor unless:
  - a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
  - b. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
3. The Foreign recipient Contractor MUST NOT remove CANADA PROTECTED information/assets from the identified work site(s), and the foreign recipient Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. The Foreign recipient Contractor must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
5. The Foreign recipient Contractor must, at all times during the performance of the contract hold an equivalence to an approved Document Safeguarding Capability (DSC) at the level of CANADA PROTECTED A and B.

All CANADA PROTECTED information/assets, furnished to the foreign recipient Contractor or produced by the foreign recipient Contractor, must also be safeguarded as follows:

6. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets pursuant to this contract has been compromised.



7. The Foreign recipient Contractor must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the foreign recipient Contractor, pursuant to this contract, have been lost or disclosed to unauthorized persons.
8. The Foreign recipient Contractor must not disclose CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
9. The Foreign recipient Contractor must provide the CANADA PROTECTED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
10. The Foreign recipient Contractor must, at all times during the performance of this contract, ensure the transfer of CANADA PROTECTED information/assets be facilitated through the Canadian DSA.
11. Upon completion of the Work, the foreign recipient Contractor must return to the Government of Canada, all CANADA PROTECTED information/assets furnished or produced pursuant to this contract, including all CANADA PROTECTED information/assets released to and/or produced by its subcontractors.
12. The foreign recipient Contractor requiring access to CANADA PROTECTED A and B information/assets, under this contract, must submit a Request for Site Access to the Chief Security Officer of the Department.
13. The Foreign recipient Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system any CANADA PROTECTED A and B information/assets until authorization to do so has been confirmed by the Canadian DSA.

The Foreign recipient Contractor must ensure that all the databases, including backup databases used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located within Canada.

14. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
15. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
16. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subcontractors.
17. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List.
18. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information



## **8.0 Criteria for assessment of the Statement of Capabilities (Minimum Essential Requirements):**

Any interested suppliers must demonstrate by way of a statement of capabilities that they meet the following requirements:

1. The contractor must be knowledgeable, current, and have contributed to the development of international best practices and standards in the discipline of forensic facial comparison/identification.
2. The contractor must have considerable experience, defined as a period not less than four years as a competent forensic examiner, producing expert reports for forensic facial image comparison/image analysis and have been qualified to provide expert opinion testimony in a common-law judicial system.
3. The contractor must have experience delivering training, in addition to reviewing and providing feedback to students/trainees, and have experience mentoring forensic facial examiner trainees to competency up to the level of providing expert opinion testimony in court, for a period not less than two years.

## **9.0 Justification for the Pre-Identified Supplier:**

The pre-identified supplier meets all of the minimum essential requirements described in this ACAN.

## **10.0 Government Contracts Regulations Exception(s):**

The following exception to the Government Contracts Regulations is invoked for this procurement under subsection:

- iv. only one person is capable of performing the contract.
- section 1 (b) (ii)

## **11.0 The period of the proposed contract or the delivery date(s):**

The proposed contract is for one (1) year, beginning on the contract award date, including one (1) additional option to extend the contract by one (1) year.

## **12.0 Cost estimate of the proposed contract:**

The estimated value of the contract, including option(s) is £42,000.00 (\$71,545.74 CAD) (Applicable Taxes extra).

## **13.0 Name and address of the pre-identified supplier:**

It is intended to award a service contract to the following contractor:

Dr. Reuben Moreton  
Operating As: RELI LTD.  
Flat 4, 19 Granville Park  
London, United Kingdom SE13 7DY



#### **14.0 Suppliers' right to submit a statement of capabilities:**

Suppliers who consider themselves fully qualified and available to provide the services described in the ACAN, may submit a statement of capabilities in writing to the contact person identified in this notice on or before the closing date and time of this notice. This statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

#### **15.0 The closing date for a submission of a statement of capabilities:**

The posting date is November 16<sup>th</sup>, 2021.

The closing date and time for accepting statements of capabilities is December 1<sup>st</sup>, 2021 *at 2:00 PM EST*.

#### **16.0 Inquiries and submission of statement of capabilities:**

Inquiries and statement of capabilities are to be directed to:

Name: Teagan Léger  
Title: A/ Intermediate Contracts Officer  
Canada Border Services Agency  
Finance and Corporate Management Branch  
Strategic Procurement Division  
Address: 355 North River Road, Tower B, 17<sup>th</sup> Floor  
Ottawa, ON  
K1A 0L8  
Telephone: 506-852-6795  
E-mail address: [CBSA-ASFC\\_Solicitations-Demandes\\_de\\_soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca)



## Préavis d'adjudication de contrat (PAC)

Un PAC est un avis public informant la collectivité des fournisseurs qu'un ministère ou organisme a l'intention d'attribuer un contrat pour des biens, des services ou des travaux de construction à un fournisseur sélectionné à l'avance, ce qui permet aux autres fournisseurs de signaler leur intérêt à soumissionner en présentant un énoncé des capacités. Si aucun fournisseur ne présente un énoncé de capacités qui satisfait aux exigences établies dans le PAC, au plus tard à la date de clôture indiquée dans le PAC, l'agent de négociation des contrats peut procéder à l'attribution du contrat au fournisseur sélectionné à l'avance.

### 1.0 Portée :

Acquérir les compétences scientifiques, techniques et autres compétences spécialisées nécessaires pour effectuer le travail d'un examinateur judiciaire d'identification faciale de façon fiable et appuyer le développement des services judiciaires pour l'Agence des services frontaliers du Canada (ASFC).

### 2.0 Objectif :

Le contrat a pour objectif d'obtenir des services de mentorat pour les examens en identification faciale judiciaire afin d'acquérir de l'expertise dans le cadre d'un programme de formation officiel de l'Agence en cours afin d'assurer la mise en œuvre réussie d'un service judiciaire pour étudier les cas d'identification faciale de l'ASFC.

### 3.0 Contexte :

La Division des sciences et de l'ingénierie au sein de la Direction générale de l'information, des sciences et de la technologie (DGIST) à l'Agence des services frontaliers du Canada met actuellement sur pied un service d'expertise en examen d'identification faciale judiciaire pour appuyer les opérations de l'Agence. L'examen de l'identification faciale est un processus d'examen formel et systématique effectué par un examinateur qui compare deux images faciales ou plus pour déterminer si elles représentent ou non la même personne. Cet examen ne nécessite pas l'utilisation d'une technologie automatisée. La comparaison d'images faciales peut atteindre le niveau d'une analyse judiciaire, quand l'évaluation et interprétation des preuves par image comparaison est basée sur l'opinion subjective d'un expert au moyen de méthodes et de processus qui ont fait l'objet d'un examen par les pairs ou d'une vérification et qui peuvent être répétés par un autre expert dûment qualifié.

Le développement de cette expertise judiciaire est conforme aux lignes directrices, aux normes et aux pratiques exemplaires internationales afin de s'assurer que ce type de travail est effectué de façon exacte et fiable, de sorte que les résultats éprouvés puissent être utilisés dans le système de justice du Canada.

L'ASFC suit le manuel des pratiques exemplaires du European Network of Forensic Science Institutes (ENFSI) pour la comparaison d'images faciales et les *Guidelines for Evaluative Reporting in Forensic Science*. Elle est représentée au Facial Identification Scientific Working Group (FISWG) et à l'Organization of Scientific Area Committees (OSAC), et appuie leurs travaux, y compris l'adoption de pratiques exemplaires et de normes relatives à l'identification faciale, ainsi que l'élaboration de méthodes, de protocoles et de formation pour acquérir la compétence.

Des experts judiciaires internationaux, appuyés par des recherches menées en Australie, au Royaume-Uni et aux États-Unis, ont reconnu que le seul recours à des travaux théoriques est insuffisant pour établir une expertise en comparaison faciale. En plus de ces travaux, une formation en cours d'emploi avec un mentor compétent est nécessaire pour acquérir et maintenir l'expertise. L'amélioration du rendement se fait par la rétroaction tant pendant les cours que par l'étude de cas réels ou fictifs sous la direction d'examinateurs judiciaires compétents.



À mesure que l'ASFC progresse dans le perfectionnement et la formation des examinateurs judiciaires d'identification faciale, une formation avec un mentor est nécessaire pour mettre intégralement en œuvre un service compétent de comparaison faciale judiciaire. Étant donné que l'ASFC en est à l'étape du développement de cette expertise, il n'y a actuellement pas d'examinateur interne qualifié au niveau requis pour fournir un mentorat. L'ASFC doit donc solliciter ce service à l'extérieur. Vu que ce domaine d'expertise judiciaire est très spécialisé, il n'y a pas d'examinateurs possédant les compétences et l'expérience requises pour assurer ce service au Canada. Par conséquent, l'ASFC doit faire appel à des entrepreneurs internationaux qualifiés.

De plus, la Politique sur l'intégrité scientifique de l'ASFC, élaborée conformément aux recommandations du conseiller scientifique en chef du gouvernement du Canada, énonce les critères et les principes directeurs pour la réalisation et l'utilisation de la science à l'ASFC ou pour le compte de celle-ci. L'Agence est résolue à faire en sorte que sa science réponde aux normes les plus élevées d'impartialité et d'éthique scientifique et que toutes les activités scientifiques soient menées avec la plus grande rigueur. L'Agence reconnaît également que les entrepreneurs ou les collaborateurs qui participent à des activités scientifiques ou connexes ou qui fournissent des services à l'appui de ces activités devraient respecter ses normes.

L'ASFC est chargée de veiller à ce que ses services juridiques soient produits et offerts par des personnes possédant les compétences essentielles requises pour fournir efficacement des témoignages d'experts fondés sur un raisonnement scientifiquement solide.

Le chef d'équipe de l'ASFC a terminé le cours minimum requis et est prêt à entreprendre l'étude opérationnelle de cas sous la direction d'un mentor. Le mentor appuiera également la formation et le perfectionnement des stagiaires en identification faciale. L'entrepreneur fournira des services d'examen de cas techniques, un examen spécialisé des procédures normales d'exploitation en cours d'élaboration, y compris la méthodologie de comparaison, une terminologie et une production de rapports normalisées, un raisonnement et des rapports évaluatifs, des échelles d'opinion et des témoignages devant les tribunaux.

#### **4.0 Terminologie :**

Tous les termes pertinents se trouvent dans le glossaire du FISWG ou la terminologie normalisée de l'American Society for Testing and Materials pour l'examen des preuves numériques et multimédias.

[https://fiswg.org/fiswg\\_glossary\\_v2.0\\_20191025.pdf](https://fiswg.org/fiswg_glossary_v2.0_20191025.pdf) (en anglais)

<https://www.astm.org/Standards/E2916.htm> (en anglais)

#### **5.0 Documents de référence :**

Les documents de référence ci-dessous décrivent les exigences fondamentales en matière d'expertise judiciaire en comparaison faciale et reflètent également les méthodes et les normes à suivre dans le cadre du programme de mentorat.

Facial Identification Practitioner Code of Ethics

[https://fiswg.org/FISWG\\_code\\_of\\_ethics\\_v2.0\\_2018\\_09\\_19.pdf](https://fiswg.org/FISWG_code_of_ethics_v2.0_2018_09_19.pdf) (en anglais)

Guide for Mentorship of Facial Comparison Trainees in Role Based Facial Comparison

[https://fiswg.org/FISWG\\_Mentorship\\_for\\_Facial\\_Comparison\\_Trainees\\_v1.0\\_20190510.pdf](https://fiswg.org/FISWG_Mentorship_for_Facial_Comparison_Trainees_v1.0_20190510.pdf) (en anglais)

Guide for Role-Based Training in Facial Comparison

[https://fiswg.org/fiswg\\_guide\\_for\\_role-based\\_training\\_in\\_facial\\_comparison\\_v1.0\\_20200717.pdf](https://fiswg.org/fiswg_guide_for_role-based_training_in_facial_comparison_v1.0_20200717.pdf) (en anglais)



## Formation sur l'acquisition des compétences à l'intention des examinateurs d'identité faciale de l'OSAC

Standard Framework for Developing Discipline Specific Methodology for ACE-V de l'OSAC

[https://www.nist.gov/system/files/documents/2020/04/06/Virtual%20Sub%203%20ACE-V%20Process%20Map\\_CD\\_JAN2020.pdf](https://www.nist.gov/system/files/documents/2020/04/06/Virtual%20Sub%203%20ACE-V%20Process%20Map_CD_JAN2020.pdf) (en anglais)

Best Practice Manual for Facial Image Comparison ENFSI-BPM-DI-01

<https://enfsi.eu/wp-content/uploads/2017/06/ENFSI-BPM-DI-01.pdf> (en anglais)

Guideline for Evaluative Reporting in Forensic Science de l'ENFSI

[https://enfsi.eu/wp-content/uploads/2016/09/m1\\_guideline.pdf](https://enfsi.eu/wp-content/uploads/2016/09/m1_guideline.pdf) (en anglais)

### 6.0 Tâches :

L'entrepreneur devra fournir les éléments de mentorat suivants :

- l'analyse comparative faciale et l'examen des images des cas à étudier;
- la formulation de rétroaction aux stagiaires sur l'évaluation des images, l'observation et la comparaison des traits physionomiques et l'appréciation de la preuve;
- l'établissement d'outils et d'aides à la formation pour faciliter l'apprentissage;
- la fourniture de documents, de recherches et de décisions juridiques pertinents pour appuyer l'apprentissage et le perfectionnement;
- l'examen des procédures normales d'exploitation et des instructions de qualité pour les activités de comparaison faciale et la formulation d'une rétroaction;
- l'examen de la déclaration des résultats de comparaison et la formulation d'une rétroaction;
- la préparation des mentorés au témoignage d'opinion d'expert devant les tribunaux.

### 6.1 Produits livrables, critères d'acceptation et calendrier de livraison :

Les principaux produits livrables seront dirigés par l'ASFC qui, par exemple, fournira les cas à examiner et les documents à l'entrepreneur, au besoin, pour examen et rétroaction.

On prévoit que les heures de service dépendront de la demande opérationnelle de l'ASFC et de l'établissement du calendrier par le chef d'équipe et l'entrepreneur, et on s'attend à de 200 à 350 heures de services professionnels sur une période de 12 mois, et une prolongation de 12 mois. Les services professionnels seront réévalués trimestriellement dès le début du contrat afin de s'assurer que les produits livrables sont réalisés et que les obligations sont respectées.

L'entrepreneur doit :

- rencontrer les mentorés ou stagiaires de l'ASFC au moins deux fois par mois, pendant au moins trois heures. L'entrepreneur et le chef d'équipe de l'ASFC conviendront de l'heure des réunions;
- assurer la coordination entre les réunions avec les mentorés ou stagiaires de l'ASFC, réunions qui se dérouleront par téléphone ou courriel ou sur une plateforme virtuelle comme MS Teams;
- fournir une rétroaction et une évaluation conformes aux normes et aux pratiques exemplaires en matière de criminalistique;
- fournir des commentaires écrits et de vive voix sur les demandes de dossiers judiciaires;
- examiner les dossiers et fournir une rétroaction selon un calendrier convenu par l'entrepreneur et le chef d'équipe dans un délai raisonnable ne dépassant pas 30 jours;
- examiner les études de cas prioritaires et fournir une rétroaction dans les sept jours ouvrables suivant la demande du chef d'équipe de l'ASFC;
- évaluer le cycle de rétroaction et l'efficacité tout au long du processus et ajuster les engagements au besoin;



- veiller à ce que toutes les exigences en matière de confidentialité et de sécurité des données soient respectées.

### 6.2 Contraintes :

Des problèmes de connectivité ou des problèmes techniques peuvent survenir en raison du travail à distance et entraîner des contraintes sur le temps de prestation des services. En cas de difficultés techniques, les réunions et la rétroaction seront reportées au prochain horaire convenu entre l'entrepreneur et le mentoré.

La protection des données partagées avec l'entrepreneur nécessitera des exigences de sécurité supplémentaires pour la transmission, y compris le logiciel de chiffrement. Il faudra assurer la compatibilité entre les systèmes de l'entrepreneur et de l'ASFC.

Des retards pourraient survenir dans le cas où des services de traduction officielle sont nécessaires pour les documents ou la rétroaction. Les options existantes de mentorat dans le domaine de la comparaison faciale sont disponibles seulement en anglais. Si un employé choisit d'avoir le mentorat en français, des services de traduction ou d'interprétation seront requis pour les documents et la rétroaction. La prestation des services pourrait être retardée si des services de traduction sont nécessaires.

### 6.3 Soutien fourni par le Canada :

Le Canada (ASFC) fournira les documents de dossiers judiciaires qui seront examinés par l'entrepreneur.

Le Canada fournira tous les services de traduction et d'interprétation nécessaires à la prestation des services par l'entrepreneur.

Le Canada veillera à ce l'entrepreneur ait le niveau approprié d'attestation de sécurité et de formation en sécurité pour gérer les renseignements protégés, y compris la transmission, la conservation et l'élimination. Le Canada veillera à ce que toutes les procédures de sécurité soient en place pour la transmission sûre de renseignements protégés.

## 7.0 Exigences relatives à la sécurité :

### **EXIGENCES RELATIVES À LA SÉCURITÉ POUR LE CONTRAT 1000357798\_POUR LA FIABILITÉ DE L'ENTREPRENEUR DU ROYAUME-UNI, ACCÈS AUX RENSEIGNEMENTS PROTÉGÉS A ET B ET PROTECTION DES RENSEIGNEMENTS PROTÉGÉS DU CANADA, UTILISATION DE CES RENSEIGNEMENTS**

Les clauses de sécurité étrangères suivantes doivent être insérées dans la documentation contractuelle :

L'administration désignée en matière de sécurité (ADS canadienne) pour les questions industrielles au Canada est le Secteur de la sécurité industrielle (SSI) de Travaux publics et Services gouvernementaux Canada (TPSGC), administré par la Direction de la sécurité industrielle internationale (DSII). L'ADS canadienne est chargée d'évaluer la conformité des entrepreneurs aux exigences en matière de sécurité pour les fournisseurs étrangers.

Les exigences suivantes en matière de sécurité s'appliquent à l'entrepreneur constitué en société ou autorisé à faire des affaires dans un État autre que le Canada et qui livre à l'extérieur du Canada les services énumérés dans le contrat subséquent.



1. L'entrepreneur destinataire étranger doit détenir en permanence, pendant l'exécution du contrat, une équivalence d'une attestation de vérification d'organisation désignée en vigueur, délivrée par l'ADS canadienne, comme suit :
  - i. L'entrepreneur destinataire étranger doit fournir une preuve qu'il est incorporé ou autorisé à faire affaire dans son champ de compétence.
  - ii. L'entrepreneur destinataire étranger ne doit pas entreprendre les travaux, fournir les services ou assurer toute autre prestation tant que l'ADS canadienne n'a pas confirmé le respect de toutes les conditions et exigences en matière de sécurité stipulées dans le contrat. L'ADS canadienne fournira, par écrit, à l'entrepreneur destinataire étranger un formulaire d'attestation qui confirmera la conformité et l'autorisation de fournir les services prévus.
  - iii. L'entrepreneur destinataire étranger doit identifier un agent de sécurité des contrats (ASC) autorisé et un agent remplaçant de sécurité des contrats (ARSC) [le cas échéant] qui sera responsable du contrôle des exigences de sécurité, telles qu'elles sont définies dans le présent contrat. Cette personne sera désignée par le président-directeur général ou par un cadre supérieur clé de l'entrepreneur destinataire étranger proposé. Les cadres supérieurs clés comprennent les propriétaires, les agents, les directeurs, les cadres et les partenaires occupant un poste qui leur permettrait d'avoir une influence sur les politiques ou les pratiques de l'organisation durant l'exécution du contrat.
  - iv. L'entrepreneur destinataire étranger ne doit pas autoriser l'accès à des renseignements et des biens PROTÉGÉS A et B AU CANADA, sauf à son personnel selon les conditions suivantes :
    - a. le personnel a un besoin de savoir pour l'exécution du contrat;
    - b. le personnel a fait l'objet d'une vérification du casier judiciaire valide, avec des résultats favorables, d'une agence gouvernementale reconnue ou d'une organisation du secteur privé dans leur pays, ainsi qu'une vérification d'antécédents, validée par l'ADS canadienne;
    - c. l'entrepreneur destinataire étranger doit veiller à ce que le personnel consente à la divulgation du casier judiciaire et des antécédents à l'ADS canadienne et à d'autres fonctionnaires du gouvernement du Canada, au besoin;
    - d. le gouvernement du Canada se réserve le droit de refuser l'accès à des renseignements ou des biens PROTÉGÉS AU CANADA à un entrepreneur destinataire étranger pour un motif valable.
2. Les renseignements et les biens PROTÉGÉS AU CANADA fournis ou produits dans le cadre du présent contrat ne doivent pas être remis à un autre sous-traitant destinataire étranger, sauf dans les cas suivants :
  - a. l'ADS canadienne atteste par écrit qu'elle a autorisé l'accès au sous-traitant destinataire étranger aux renseignements et aux biens PROTÉGÉS AU CANADA;
  - b. l'ADS canadienne donne son autorisation écrite lorsque le sous-traitant destinataire étranger est situé dans un pays tiers.
3. L'entrepreneur destinataire étranger NE DOIT PAS emporter de renseignements ou de biens PROTÉGÉS AU CANADA hors des établissements de travail visés; et l'entrepreneur destinataire étranger doit s'assurer que son personnel est au courant de cette restriction et qu'il la respecte.



4. L'entrepreneur destinataire étranger ne doit pas utiliser les renseignements ou les biens PROTÉGÉS AU CANADA pour répondre à des besoins distincts de l'exécution du contrat sans l'autorisation écrite préalable du gouvernement du Canada. Cette approbation doit être obtenue auprès de l'ADS canadienne.
5. L'entrepreneur destinataire étranger doit détenir en permanence, pendant l'exécution du contrat, une autorisation de détenir des renseignements approuvée de niveau PROTÉGÉ A et B AU CANADA.

Tous les renseignements et biens PROTÉGÉS AU CANADA, fournis à l'entrepreneur destinataire étranger ou produits par l'entrepreneur destinataire étranger, doivent également être protégés comme suit :

6. L'entrepreneur destinataire étranger doit signaler immédiatement à l'ADS canadienne tous les cas connus ou soupçonnés où des renseignements et des biens PROTÉGÉS AU CANADA dans le cadre du présent contrat auraient été compromis.
7. L'entrepreneur destinataire étranger doit signaler immédiatement à l'ADS canadienne tous les cas pour lesquels il sait où a lieu de croire que des renseignements ou des biens PROTÉGÉS AU CANADA qu'il a fournis ou produits conformément au présent contrat ont été perdus ou remis à des personnes non autorisées.
8. L'entrepreneur destinataire étranger ne doit pas divulguer les renseignements et les biens PROTÉGÉS AU CANADA à un autre gouvernement, ni à une autre personne physique ou morale, ni non plus à leurs représentants, sans l'accord écrit préalable du gouvernement du Canada. Cet accord doit être obtenu auprès de l'ADS canadienne.
9. L'entrepreneur destinataire étranger doit assurer une protection des renseignements et des biens PROTÉGÉS AU CANADA aussi stricte que celle assurée par le gouvernement du Canada, conformément aux politiques nationales ainsi qu'aux lois et règlements en matière de sécurité nationale, et dans le respect des prescriptions prévues par l'ADS canadienne.
10. L'entrepreneur destinataire étranger doit, en tout temps, durant l'exécution du contrat, veiller à ce que le transfert des renseignements et des biens PROTÉGÉS AU CANADA soit facilité par l'intermédiaire de l'ADS canadienne.
11. À la fin des travaux, l'entrepreneur destinataire étranger doit remettre au gouvernement du Canada tous les renseignements et les biens PROTÉGÉS AU CANADA fournis ou produits dans le cadre du présent contrat, y compris tous les renseignements et les biens PROTÉGÉS AU CANADA remis à ses sous-traitants ou produits par eux.
12. L'entrepreneur destinataire étranger qui doit avoir accès à des renseignements et des biens PROTÉGÉS A et B AU CANADA, dans le cadre du présent contrat, doit présenter une demande d'accès au site au chef de la sécurité du Ministère.
13. L'entrepreneur destinataire étranger NE DOIT PAS utiliser ses systèmes de technologie de l'information pour traiter, produire ou stocker dans un système informatique des renseignements et des biens PROTÉGÉS A et B AU CANADA avant d'avoir obtenu l'autorisation de l'ADS canadienne.

L'entrepreneur destinataire étranger doit s'assurer que toutes les bases de données, y compris les bases de données de sauvegarde utilisées par les organisations pour fournir les services décrits dans l'énoncé des travaux, qui contiennent des renseignements PROTÉGÉS AU CANADA liés aux travaux, se trouvent au Canada.



14. Les contrats de sous-traitance comportant des exigences relatives à la sécurité NE doivent PAS être attribués sans l'autorisation écrite préalable de l'ADS canadienne.
15. Tous les contrats de sous-traitance attribués à un tiers destinataire étranger NE DOIVENT PAS être attribués sans l'autorisation écrite préalable de l'ADS canadienne afin de confirmer les exigences de sécurité à imposer aux sous-traitants.
16. Tous les contrats de sous-traitance attribués par un tiers destinataire étranger NE DOIVENT PAS être attribués sans l'autorisation écrite préalable de l'ADS canadienne afin de confirmer les exigences de sécurité à imposer aux sous-traitants.
17. L'entrepreneur destinataire étranger doit se conformer aux dispositions de la Liste de vérification des exigences relatives à la sécurité.
18. Le Canada a le droit de rejeter toute demande visant l'accès électronique aux renseignements PROTÉGÉS AU CANADA liés aux travaux dans un autre pays ainsi que le traitement, la production ou le stockage de ces renseignements s'il y a des raisons de croire que leur sécurité, leur confidentialité ou leur intégrité pourrait être menacée.

## 8.0 Critères pour l'évaluation de l'énoncé de capacités (exigences essentielles minimales) :

Les fournisseurs intéressés doivent démontrer au moyen d'un énoncé de critères de capacités qu'ils satisfont aux exigences suivantes :

1. L'entrepreneur doit être au fait des pratiques exemplaires et actuelles, et des normes internationales en matière de comparaison et d'identification faciale judiciaire et avoir contribué à leur rédaction.
2. L'entrepreneur doit avoir une expérience considérable, définie comme une période d'au moins quatre ans, à titre d'examinateur judiciaire compétent, dans la production de rapports d'experts pour les examens judiciaires de comparaison et d'analyse d'images faciales, et avoir la compétence pour fournir des témoignages d'experts dans un système judiciaire de common law.
3. L'entrepreneur doit avoir de l'expérience à donner de la formation, y compris l'examen et la formulation de rétroaction aux stagiaires et mentorés, avoir de l'expérience du mentorat de stagiaires en examen judiciaire d'images faciales jusqu'à ce que ces derniers soient capables de fournir un témoignage à titre d'expert devant les tribunaux cour sur une période d'au moins deux ans.

## 9.0 Justification du recours à un fournisseur sélectionné à l'avance :

Le fournisseur sélectionné à l'avance satisfait à toutes les exigences essentielles minimales décrites dans le présent PAC.

## 10.0 Exceptions au Règlement sur les marchés de l'État :

L'exception au *Règlement sur les marchés de l'État* qui suit est invoquée pour le présent approvisionnement en vertu du paragraphe qui suit :

- iv. le marché ne peut être exécuté que par une seule personne.
  - sous-alinéa 1 b) ii)

**11.0 Durée du marché proposé ou date de prestation :**

Le contrat proposé est d'une durée d'un (1) an, à compter de la date d'adjudication avec une (1) option supplémentaire de prolonger le contrat d'un (1) an.

**12.0 Estimation du coût du contrat proposé :**

La valeur estimative du contrat, y compris les options, est de 42 000 £ (71 545,74 \$ CA) (taxes en sus).

**13.0 Nom et adresse du fournisseur sélectionné à l'avance :**

On prévoit attribuer un contrat de service à l'agent contractuel suivant :

M. Reuben Moreton  
Faisant affaire sous le nom de : RELI LTD.  
Appartement 4, 19 Granville Park  
Londres, Royaume-Uni SE13 7DY

**14.0 Droit des fournisseurs de présenter un énoncé de capacités :**

Les fournisseurs qui s'estiment entièrement qualifiés et capables de fournir les services décrits dans le présent PAC peuvent présenter un énoncé de capacités par écrit à la personne-ressource dont le nom figure dans le présent préavis, et ce, au plus tard à la date et à l'heure de clôture du présent PAC. L'énoncé de capacités doit clairement démontrer que le fournisseur satisfait aux exigences publiées.

**15.0 Date de clôture pour la présentation des énoncés des capacités :**

Le date d'affichage sera le **16 novembre 2021**.

Les énoncés de capacités seront acceptés jusqu'au **1 décembre 2021 à 14 h (HNE)**.

**16.0 Demandes de renseignements et présentation des énoncés de capacités :**

Les demandes de renseignements et les énoncés de capacités doivent être envoyés à :

Nom :	Teagan Léger
Titre :	Agente intermédiaire de gestion des contrats par intérim Agence des services frontaliers du Canada Direction générale des finances et de la gestion organisationnelle Division de l'approvisionnement stratégique
Adresse :	17 <sup>e</sup> étage, tour B, 355, chemin North River Ottawa (Ontario) K1A 0L8
Téléphone :	506-852-6795
Adresse électronique :	<a href="mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca">CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca</a>



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract #: 1000366863

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**PRICE/RATE CERTIFICATION**

I hereby certify that the price/rate quoted is not in excess of the lowest price/rate charged to anyone else, including our most favoured client, for like quality and quantity of the service.

Reli Ltd.

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**Company Name**

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**Name of representant**

**2<sup>nd</sup> December 2021**

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**Signature / Date**